

• • • ASSUMPTION AGREEMENT • • •

THIS AGREEMENT made this 30<sup>th</sup> day of August, 1967,  
 By and between, THE FIRST NATIONAL BANK OF WASHINGTON, WASHINGTON  
D. C., a Banking Corporation, party of the first part, herein-  
 after called "Mortgagee", and THE FIRST NATIONAL BANK OF WASHING-  
TON, Trustee under an undisclosed trust, party of the second part,  
 hereinafter called "Borrower", and UNITED STATES NATIONAL STUDENT  
ASSOCIATION, A District of Columbia Corporation, party of the  
 third part, hereinafter called "Purchaser".

WITNESSETH:

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WHEREAS, Borrower is indebted to Mortgagee under a certain  
 note dated October 4, 1965 ~~xxx~~ <sup>original</sup> in the principal amount of  
\$70,000.00, which said note is secured by a deed of trust of  
 even date therewith, which said deed of trust is recorded in the  
 office of the Recorder of Deeds, of the District of Columbia in  
Liber 12498, folio 597, on Lots 808 and 809, Square 2532, in the  
 District of Columbia, and

WHEREAS, Borrower has sold and conveyed to Purchaser all of  
 the real property described in the said deed of trust, and both  
 Borrower and Purchaser have requested Mortgagee to enter into this  
 agreement, and

WHEREAS, in consideration of the execution of this agreement  
 by Mortgagee, Purchaser is willing to assume the payment of the  
 deed of trust indebtedness due and owing from Borrower to Mortga-  
 gee, such assumption having been agreed to by and between Borrower  
 and Purchaser as part consideration for the conveyance as afore-  
 said of the mortgaged premises by Borrower to Purchaser, and

APPROVED FOR RELEASE  
 Date           

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WHEREAS, Borrower and Purchaser represent to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid deed of trust held by Mortgagee, and that the lien of the aforesaid deed of trust held by Mortgagee is a valid, first and subsisting lien on said real property.

NOW THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and upon the express conditions that the lien of the aforesaid deed of trust held by Mortgagee is a valid, first and subsisting lien on said real property and that the execution of this agreement will not impair the lien of said deed of trust and that there is no existing second mortgage or other lien subsequent to the lien of the aforesaid deed of trust held by Mortgagee (for breach of which conditions, or either of them, this agreement shall not take effect and shall be void), it is hereby agreed as follows:

1. That Purchaser hereby covenants, promises and agrees (a) to pay said note at the times, in the manner and in all respects as therein provided, (b) to perform each and all of the covenants, agreements and obligations in said deed of trust to be performed by the grantor therein, at the time, in the manner and in all respects as therein provided, and (c) to be bound by each and all of the terms and provisions of said note and deed of trust as though the said note and deed of trust had originally been made, executed and delivered by Purchaser, this agreement recognizing, however, the reduction if any, of the principal amount of said note and the payment of interest thereon to the extent of payments made by Borrower and/or Purchaser prior to the date of execution of this agreement. The principal outstanding balance on the above mentioned Note is \$64,502.44 and interest has been paid thereon through August 4, 1967.

2. That Mortgagee, if it sees fit to take action to enforce the collection of the indebtedness due it, by foreclosure or otherwise, hereby agrees that it will never institute any action, suit, claim or demand, in law or in equity, against Borrower, for or on account of any deficiency; it being the intention and effect of this agreement that insofar as Borrower is concerned, Mortgagee recovery shall be confined to the value of the mortgaged property.

3. That all of the real property described in said deed of trust shall remain in all respects subject to the lien, charge or encumbrance of said deed of trust, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by said deed of trust, or the priority thereof over other liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whatsoever who may now or hereafter be liable under or on account of said note and/or deed of trust; nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security or instrument, if any, held by Mortgagee as security for or evidence of the aforesaid indebtedness.

4. That the Borrower hereby waives and relinquishes any and all rights or claims against Mortgagee for any money which may have been deposited or which may be on deposit with Mortgagee for the payment of real estate taxes and assessments, hazard insurance premiums, or F.B.A. mortgage insurance premiums.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

THE FIRST NATIONAL BANK OF WASHINGTON  
Mortgagee

BY Ray M. Stuart Jr.  
Vice President

ATTEST:

William W. Harris  
Assistant Secretary

UNITED STATES NATIONAL STUDENT ASSOCIATION  
Purchaser

BY Paul C. Hart  
President

ATTEST:

William W. Harris  
Assistant Secretary

THE FIRST NATIONAL BANK OF WASHINGTON  
TRUSTEE, Borrower

BY Ray M. Stuart Jr.  
Vice Pres. & T.R. Officer

ATTEST:

William W. Harris  
Assistant Secretary  
3 of 3

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Given For Money loaned And Secured By 1st Deed of Trust  
 On Lots 808 and 809, ROWAK 2532, DISTRICT OF COLUMBIA  
 To FELIX TRUST COMPANY OF THE DISTRICT OF COLUMBIA Trustee:

\$ 20,000.00October 4 1965FOR VALUE RECEIVED, the undersigned James H. Stuart promises to payto the order of THE FIRST NATIONAL BANK OF WASHINGTON, Washington, D. C.

the sum of SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS, with interest  
 until paid at the rate of FIVE AND THREE-FOURTHS (5 3/4%) per centum  
 per annum.

Said principal and interest shall be payable in monthly install-  
 ments of FIVE HUNDRED SIXTY AND NO/100 (\$560.00) DOLLARS, commencing  
 on the 4th day of November, 1965, and continuing on the 4th  
 day of each and every month thereafter until paid in full;

each installment when so paid, to be applied, first, to the payment of the interest on the amount of princi-  
 pal remaining unpaid, and the balance thereof credited to the principal.

And, it is expressly agreed that if default be made in the payment of any one of the aforesaid in-  
 stallments when and as the same shall become due and payable, then and in that event, the unpaid bal-  
 ance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once  
 become and be due and payable.

The privilege is reserved to the maker of making additional  
 principal payments in any amount at any time without penalty.

The terms, conditions, agreements, covenants and obligations contained in the Deed of Trust se-  
 curing this note are expressly incorporated herein by reference.

This is to certify that this is the note described  
 in a Deed of Trust to the Trustee named here-  
 on and bearing over this herewith. James H. Stuart  
10/4/65

FELIX TRUST COMPANY OF THE DISTRICT OF COLUMBIA

BY James H. Stuart

THE FIRST NATIONAL BANK OF  
 WASHINGTON, Trustee under an  
 undisclosed trust

James H. Stuart  
10/4/65

James H. Stuart  
10/4/65

James H. Stuart  
10/4/65

36487

Oct 20 17 30 44 '65

12498 597

# This Deed of Trust

Made this

day of

October

A.D. 1965, by and between

THE FIRST NATIONAL BANK OF WASHINGTON, Trustee under an  
undisclosed trust, said Trustee being a Banking  
Corporation

party of the first part, and

UNION TRUST COMPANY OF THE DISTRICT OF COLUMBIA,

Trustee,

party of the second part,

Whereas, the party of the first part stands justly indebted unto

THE FIRST NATIONAL BANK OF WASHINGTON, Washington, D. C.,

in the principal sum of SEVENTY THOUSAND AND NO/100  
 (\$ 70,000.00 ) Dollars, being money loaned, for which amount the said party  
 of the first part has executed and delivered one certain promissory note  
 bearing even date with these presents and bearing interest as set forth  
 in the note hereby secured.

Said principal and interest shall be payable in monthly installments  
 of FIVE HUNDRED SIXTY AND NO/100 (\$560.00) DOLLARS, commencing on the  
 day of January, 1965, and continuing on the same day of  
 each and every month thereafter until paid in full; each installment,  
 when so paid, to be applied, first to the payment of the interest on  
 the amount of principal remaining unpaid, and the balance credited to  
 the principal.

The privilege is reserved to the maker of said note of making  
 additional principal payments in any amount at any time without  
 penalty.

**Know, Charles.** This Indenture Witnesseth, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted, and does hereby grant unto the party of the second part as Trustees the following described land and premises, situate in:

DISTRICT OF COLUMBIA

Known and distinguished as:

Lot numbered Forty-seven (47) in James S. McIlhenny's subdivision of lots in Block numbered Two (2), "CONNECTICUT AVENUE HEIGHTS", as per plat recorded in Liber County 11, folio 27 in the Office of the Surveyor for the District of Columbia.

**NOTE:** At the date hereof the above described land is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot numbered Eight Hundred Nine (809) in Square numbered Twenty-five Hundred Thirty-two (2532).

ALSO

Lot numbered Forty-six (46) in James S. McIlhenny's subdivision of lots in Block numbered Two (2), "CONNECTICUT AVENUE HEIGHTS", as per plat recorded in Liber County 11, folio 27 in the Office of the Surveyor for the District of Columbia.

**NOTE:** At the date hereof the above described land is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot numbered Eight Hundred Eight (808) in Square numbered Twenty-five Hundred Thirty-two (2532).

Also, all plumbing, engines, boilers, heating and lighting apparatus, sprinkler or fire extinguishing systems, screens, fans, ventilating or air conditioning systems, awnings, blinds, window shades, gas ranges, electric ranges, mechanical refrigeration, including refrigerators, stoves, linoleum, wall or in-door beds, wall panels and tapestries, frescoes and paintings on or attached to walls and ceilings and all improvements and fixtures of every kind and description now owned or which may hereafter be owned by the party hereto of the first part, in and upon said premises, or which may hereafter be placed thereon including but not limited to any equity which may be acquired by the said party hereto of the first part, in such property as a result of the making of installment payments on account of the purchase thereof, it being understood and agreed between the parties hereto that the words "land and premises" wherever they occur in these presents, shall be deemed to include all the equipment, furnishings and fixtures above mentioned and conveyed, together with all the improvements in any-wise appertaining, and all the estate, right title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

**In and Upon the Trusts.** Nevertheless hereinafter declared; that is to say: **IN TRUST** to permit the said party of the first part to use and occupy the said described land and premises and the rents, issues, and profits thereof, to take, have, and apply to and for his sole use and benefit, until default be made in the payment of the said promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

**And** upon the full payment of all the said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half commissions and expenses, at any time before the sale hereinafter provided for to release and recovery unto and at the cost of the said party of the first part, the said described premises.

**And** it is further covenanted and agreed that in the event of the death of the last surviving trustee, or the resignation, disability, removal from the jurisdiction, or refusal to act of the trustees named in this deed of trust, or either of them, or for any other good cause, the holder of the note, or in the event there is more than one note, the holders representing at least Fifty (50) per centum of the aggregate amount of the outstanding loan herein secured may designate and appoint a substituted trustee or trustees, which act shall be evidenced by the recordation of a certificate of such designation or appointment among the Land Records of the County or District in which the original deed of trust is recorded, and the trustee or trustees so substituted shall be and he, they or it, hereby is or are vested with all the same rights, powers and authority and charged with the same duties as the said parties of the second part herein named.

**And** it is further agreed that in the event there is default in any payment or charge provided in any prior recorded Trust or Trusts or prior liens of any kind including taxes and assessments on the premises herein described, it shall operate and cause all principal and interest of the note still unpaid, hereby secured, to immediately mature and become due and payable and the Trustee herein shall have the power to sell and convey the premises as in the case of default; or the said party secured hereby, may, at his option, make payment or pay such charge, and such payment shall be deemed to be secured by this Trust, and the failure by the party of the first part herein to immediately reimburse said party making said payment or paying said charge, shall operate and cause all principal and interest of the note still unpaid, hereby secured, to mature and become due and payable, and the Trustee herein shall have the power to sell and convey the premises as in the case of default, and that if any building or buildings on the premises shall be removed or demolished, then the entire amount remaining unpaid shall become due and payable forthwith and sale may be made as in case of any default.

**And Upon This Further Trust.** upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said party of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the party of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale: **FIRSTLY**, to pay all proper costs, charges and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of Five (5) per centum on the amount of said sale; **SECONDLY**, to pay whatever may remain unpaid of said sale(s) whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note(s) shall, upon such sale being made before the maturity of said note(s), be and become immediately due and payable at the election of the holder thereof; and, to pay the remainder of said proceeds, if any there be, to said party of the first part upon the delivery and

And the said party of the first part does hereby agree at his own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire and other hazards in the full sum of the aggregate unpaid indebtedness secured hereby, in the name and to the satisfaction of the party of the second part, or substituted trustee, in such insurance company or companies as the said party of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expense thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

And the party of the first part does hereby covenant and agree with the party of the second part that no lien on the within described property which is senior in priority to the lien of those presents, shall be permitted to become or remain in default in any respect during any time wherein any part of the debt secured by these presents shall be unpaid, and does further covenant to repay the debt hereby secured.

And the said party of the first part covenants that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be required or necessary.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, administrators, executors, successors and assigns of the parties hereto. Whomever used the singular numbers shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

### In Testimony Whereof:

the said THE FIRST NATIONAL BANK OF WASHINGTON, Asst on the day of October, A.D. 1965, caused these presents to be signed by ROGER M. STUART, JR. its Vice President attested by SYLVIA KARYDAKIS its Secretary and its corporate seal to be attested; and doth hereby appoint ROGER M. STUART, JR. its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

THE FIRST NATIONAL BANK OF WASHINGTON, TRUST

By Roger M. Stuart, Jr. Vice-President  
ROGER M. STUART, JR.

SYLVIA KARYDAKIS Secretary.  
Signed, sealed and delivered in the presence of

I HEREBY CERTIFY THAT the foregoing and annexed Deed of Trust was executed and attested pursuant to and in strict conformity with the provisions of a resolution of the Board of Directors of THE FIRST NATIONAL BANK OF WASHINGTON a corporation, passed at a regular called meeting of said Stockholders, and said Board of Directors, that a quorum was present at said meetings.

DISTRICT OF COLUMBIA,

IN WITNESS

District of Columbia

ROGER M. STUART, JR.

to me to be the person named as attorney in fact of THE FIRST NATIONAL BANK OF WASHINGTON

Corporation appearing to the foregoing and annexed Deed of Trust bearing date on the day of October, 1965, personally appeared before me to said and by virtue of the authority hereby conferred upon him, acknowledged the same to be his act and deed of said Corporation for the purposes therein expressed.

Notary Public in and for the District of Columbia

TO-WIT:

DO HEREBY CERTIFY that

who is personally well known

to me to be the person named as attorney in fact of THE FIRST NATIONAL BANK OF WASHINGTON

Corporation appearing to the foregoing and annexed Deed of Trust bearing date on the day of October, 1965,

personally appeared before me to said

and by virtue of the authority hereby

conferred upon him, acknowledged the same to be his act and deed of said Corporation for the purposes

therein expressed.

Notary Public in and for the District of Columbia

BOOK PAGE  
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DEED OF TRUST	36487				RECORDING FOR RECORD on the day of 10 <sup>th</sup> 19 1947 As and recorded in Liber No. 577-11 Date: one of the Land Records of the District of Columbia	11 30 AM '65
The First National Bank of Washington, Trustee	TO	Union Trust Company of the District of Columbia, Trustee.				
			<i>W. S. Riley</i> Recorder		Mail to: The First National Bank of Washington 1373-A 12th St NW WASHINGTON, D.C.	

W.S. Riley